

RECORDATION NO. 6192-B

Filed & Recorded

COUNTERPART NO. 5 OF
9 COUNTERPARTS.

FEB 17 1972 -9 30 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of February 1, 1972 among D. E. MUNDELL and FRANK B. SMITH, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of June 1, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent") and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of June 1, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 2:15 P.M. on June 15, 1971 and has been assigned Recordation No. 6192; and

WHEREAS, a First Amendment to Equipment Lease dated as of October 15, 1971 was executed by the parties and recorded in the Office of the Secretary of the Interstate Commerce Commission at 9:30 A.M. on November 23, 1971 and given Recordation No. 6192-A, and

WHEREAS, the Lessor, the Lessee and the Agent desire to further amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By deleting Schedules A-1, A-2, A-3, B-1, B-2, B-3 and C attached to the Lease, as amended, and by substituting therefor Schedules A-1, A-2, A-3, B-1, B-2, B-3 and C attached to this Second Amendment.

2. By amending Section 2.1 to read in its entirety as follows:

"2.1. The Lessee agrees to pay the Lessor Fixed Rental for each Item of Equipment in fourteen (14) installments each (a) payable in advance and (b) in the amount of Fixed Rental provided for in Schedules A-1 to A-3 or B-1 to B-3, as applicable, for such Item of Equipment.

The Lessee and the Lessor acknowledge that the amount of Fixed Rental provided for each Item of Equipment in Schedule A-1 is computed on the basis of a rental factor of 8.565% of the cost of such Equipment and that the amount of Fixed Rental provided for each Item of Equipment in Schedules A-2 and A-3 and B-1 to B-3 is computed on the basis of a rental factor of 8.035% of the cost of such Equipment. Lessor and Lessee agree that in the event either the Acquisition Cost Per Unit of the Items of Equipment covered by Schedules A-3, B-2 or B-3 varies from the amount shown on such Schedules, the Rental Factor, and the Fixed Rental for such Items of Equipment shall be adjusted accordingly and such adjustments shall be made in the form of a written amendment to this Lease. The Lessee agrees to pay the amount of such adjusted Fixed Rental in the manner and at the times provided in this Section 2 and any amended Section 2."

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

D. E. MUNDELL and FRANK B. SMITH,
Trustees under S.C.L. Trust No. 17

By Frank B. Smith
LESSOR

UNITED STATES LEASING INTERNATIONAL,
INC.

By Bm Marshardt
Its Executive Vice President
AGENT AS AFORESAID

(Corporate Seal)

Attest:

Joanne L. Miller
Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY

By Samuel G. Anderson
Its Treasurer LESSEE

(Corporate Seal)

Attest:

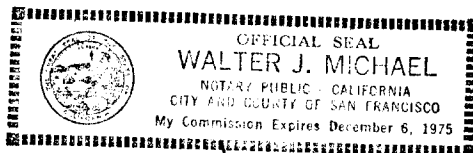
J. F. Williams
Assistant Secretary

STATE OF CALIFORNIA)
) SS.
CITY AND COUNTY OF SAN FRANCISCO)

On this 10th day of February, 1972, before me personally appeared FRANK B. SMITH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

(Seal)

My commission expires:



STATE OF CALIFORNIA)

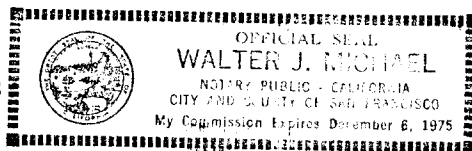
SS.

CITY AND COUNTY OF SAN FRANCISCO)

On this 10th day of February, 1972, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires:



STATE OF VIRGINIA)

) SS.

CITY OF RICHMOND)

On this 15th day of February, 1972, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

J. H. Chapman
J. H. Chapman, Notary Public

My commission expires: July 12, 1974

SCHEDULE A-1

NUMBER OF UNITS: 212 units

DESCRIPTION OF RECONSTRUCTED
EQUIPMENT: 55-ton 40' single-door rebuilt box
cars bearing identifying numbers
SCL 11800 to 11857, both inclusive and
SCL 11950 to 12103, both inclusive

UNIT PRICE OF RECONSTRUCTED
EQUIPMENT: \$4,815.00 per unit

TOTAL PRICE: \$1,020,780.00 for all 212 units

OUTSIDE DELIVERY DATE: July 31, 1972

DELIVER TO: SEABOARD COAST LINE RAILROAD COMPANY
(as designated by the Railroad)

RENT PERIOD: Seven (7) years commencing with
the first rental payment date

FIXED RENTAL: Fourteen (14) semi-annual rental
payments, in advance, at \$412.40
each per unit of Equipment or an
aggregate of \$87,428.80 for all
212 units

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad - Trust #17
LENDER: The Aetna Casualty & Surety Company

SCHEDULE A-2

NUMBER OF UNITS:	258 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55-ton 40' single-door rebuilt boxcars bearing identifying numbers SCL 11858 through 11943, both incl. SCL 12104 through 12275, both incl.
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$4,815.00 per unit
TOTAL PRICE:	\$1,242,270.00 for all 258 units
OUTSIDE DELIVERY DATE:	July 31, 1972
DELIVER TO:	SEABOARD COAST LINE RAILROAD COMPANY (as designated by the Railroad)
RENT PERIOD:	Fourteen (14) semi-annual rental payments, in advance, of \$386.89 per item of equipment or an aggregate of \$99,817.62 for all 258 units

TRUSTOR: Union Trust Company of Maryland

LESSEE: Seaboard Coast Line Railroad Company - Trust No. 17

LENDER: The Aetna Casualty and Surety Company

SCHEDULE A-3

NUMBER OF UNITS:	30 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55-ton 40' single-door rebuilt box cars bearing identifying numbers SCL 11944 through 11949, both incl. SCL 12276 through 12299, both incl.
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$4,815.00 per unit
TOTAL PRICE:	\$144,450.00 for all 30 units
OUTSIDE DELIVERY DATE:	July 31, 1972
DELIVER TO:	Seaboard Coast Line Railroad Company (as designated by the railroad)
RENT PERIOD:	Seven (7) years commencing with the first rental payment date
FIXED RENTAL:	Fourteen (14) semi-annual rental payments, in advance, at \$386.89 each per unit or Equipment or an aggregate of \$11,606.70 for all 30 units

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad Company - Trust #17
LENDER: The Aetna Casualty and Surety Company

SCHEDULE B-1

NUMBER OF UNITS:	80 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55-ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130750 through 130829, both inclusive.
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$5,395.00 per unit
TOTAL PRICE:	\$431,600.00 for all 80 units
OUTSIDE DELIVERY DATE:	July 31, 1972
DELIVER TO:	SEABOARD COAST LINE RAILROAD COMPANY (as designated by the Railroad)
RENT PERIOD:	Seven (7) years commencing with the first rental payment date
FIXED RENTAL:	Fourteen (14) semi-annual rental payments, in advance, of \$433.49 per Item of Equipment or an aggregate of \$34,679.20 for all 80 Units.

TRUSTOR:	Union Trust Company of Maryland
LESSEE:	Seaboard Coast Line Railroad Company - Trust No. 17
LENDER:	The Aetna Casualty and Surety Company

SCHEDULE B-2

NUMBER OF UNITS:	60 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55 -ton 41' high rebuilt gondola cars bearing identifying numbers SCL 130830 through 130889, both inclusive
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$5,395.00 per unit
TOTAL PRICE:	\$323,700.00 for all 60 units
OUTSIDE DELIVERY DATE:	July 31, 1972
DELIVER TO:	Seaboard Coast Line Railroad Company (as designated by the Railroad)
RENT PERIOD:	Seven (7) years commencing with the first rental payment date
FIXED RENTAL:	Fourteen (14) semi-annual rental payments, in advance, at \$433.49 each per unit of Equipment or an aggregate of \$26,009.40 for all 60 units

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad - Trust #17
LENDER: The Aetna Casualty and Surety Company

SCHEDULE B-3

NUMBER OF UNITS:	60 units
DESCRIPTION OF RECONSTRUCTED EQUIPMENT:	55-ton high rebuilt gondola cars bearing identifying numbers SCL 130890 through 130949, both inclusive.
UNIT PRICE OF RECONSTRUCTED EQUIPMENT:	\$5,395.00 per unit
TOTAL PRICE:	\$323,700.00 for all 60 units
OUTSIDE DELIVERY DATE:	July 31, 1972
DELIVER TO:	Seaboard Coast Line Railroad Company (as designated by the Railroad)
RENT PERIOD:	Seven (7) years commencing with the first rental payment date
FIXED RENTAL:	Fourteen (14) semi-annual rental payments, in advance, at \$433.49 each per unit of Equipment or an aggregate of \$26,009.40 for all 60 units.

TRUSTOR: Union Trust Company of Maryland
LESSEE: Seaboard Coast Line Railroad - Trust #17
LENDER: The Aetna Casualty and Surety Company

SEABOARD COAST LINE TRUST NO. 17

SCHEDULE C (A-I)
SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of original cost to Lessor of an Item of Equipment listed in Schedule A-1 to the Equipment Lease, including all taxes and delivery charges, is to be paid on a rental payment due date pursuant to Section 11 of the Equipment Lease as the result of an Item listed in said Schedule becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>After Rental</u> <u>Payment No.</u>	<u>Payable on Date</u> <u>and in Lieu of</u> <u>Payment No.</u>	<u>Casualty Value Payable</u> <u>Per Item (in lieu of</u> <u>rental payment for such</u> <u>item due on such date)</u>
1	2	98.250
2	3	96.750
3	4	92.375
4	5	87.625
5	6	82.625
6	7	77.125
7	8	67.125
8	9	60.875
9	10	54.375
10	11	47.625
11	12	36.750
12	13	29.875
13	14	22.625
14	Expiration of the Lease Term	15.000

SEABOARD COAST LINE TRUST NO. 17

SCHEDULE C (A-2, A-3, B-1, B-2, B-3)

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of original cost to Lessor of an Item of Equipment listed in Schedules A-2, A-3, B-1, B-2 and B-3 to the Equipment Lease, including all taxes and delivery charges, is to be paid on a rental payment due date pursuant to Section 11 of the Equipment Lease as the result of an Item listed in one of said Schedules becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>After Rental Payment No.</u>	<u>Payable on Date and in Lieu of Payment No.</u>	<u>Casualty Value Payable Per Item (in lieu of rental payment for such item due on such date)</u>
1	2	99.500
2	3	97.625
3	4	94.250
4	5	90.625
5	6	86.625
6	7	82.375
7	8	73.375
8	9	68.375
9	10	63.125
10	11	57.625
11	12	47.625
12	13	41.500
13	14	35.250
14	At expiration term of lease	15.000